



Commonwealth of Massachusetts State Ethics Commission

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SUFFOLK, ss.

COMMISSION ADJUDICATORY
DOCKET NO. 692

IN THE MATTER
OF
JOHN SANNA JR.

DISPOSITION AGREEMENT

This Disposition Agreement is entered into between the State Ethics Commission and John Sanna Jr. pursuant to Section 5 of the Commission's *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in Superior Court, pursuant to G.L. c. 268B, §4(j).

On August 14, 2003, the Commission initiated, pursuant to G.L. c. 268B, §4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by Sanna. The Commission has concluded its inquiry and, on October 7, 2003, found reasonable cause to believe that Sanna violated G.L. c. 268A, § 23(b)(2).

The Commission and Sanna now agree to the following findings of fact and conclusions of law:

Findings of Fact

1. Since April 2001, John Sanna has been an elected Buzzards Bay Water District Commissioner. The three-member commission oversees all aspects of the operation of the water district, and has the authority to hire and fire water district personnel.

2. In March 2002 the State Ethics Commission notified Sanna that he appeared to have violated the conflict law when he borrowed water district equipment in fall 2001, and that the Commission was unlikely to resolve another violation privately.

3. Despite the Commission's warning, in late summer 2002 Sanna borrowed the district's paint spray gun. A paint spray gun can be rented for approximately \$30 per day.

4. In or about December 2002, Sanna borrowed one of the district's metal detectors. The cost to rent a metal detector is approximately \$20 per day.

5. Sanna failed to return the items until he was contacted by the State Ethics Commission in August 2003.

6. The water district has a policy barring loans of water district equipment except in “extraordinary circumstances...and then only with the permission of a Supervisor or the Commissioners.”

Conclusions of Law

7. Section 23(b)(2) prohibits municipal employees from, knowingly or with reason to know, using or attempting to use their official position to secure for themselves or others unwarranted privileges or exemptions of substantial value not properly available to similarly situated individuals.

8. As a Buzzards Bay Water District Commissioner Sanna is, pursuant to G.L. c. 268A, § 1(g), a municipal employee.

9. When he borrowed water district equipment, Sanna knew or had reason to know that the decision to allow him to take the equipment would be influenced by his authority as a Water District Commissioner. Sanna therefore knew or had reason to know that he was using his position to obtain the paint spray gun and the metal detector.

10. Because non-official use of the property is not allowed under the water district's policies except in “extraordinary circumstances,” borrowing the equipment under the circumstances Sanna borrowed them was an unwarranted privilege not available to similarly situated individuals.

11. The costs to rent a paint spray gun for almost a year and a metal detector for nine months exceed \$50. Therefore, the unwarranted privileges were of substantial value.

12. Accordingly, Sanna violated G.L. c. 268A, § 23(b)(2) when he borrowed the paint spray gun and the metal detector. Sanna's violations warrant a substantial fine because he disregarded a prior State Ethics Commission warning that borrowing equipment under these conditions violated the conflict-of-interest law.

Resolution

In view of the foregoing violation of G.L. c. 268A by Sanna, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Sanna:

(1) that Sanna pay to the Commission the sum of \$2,000.00 as a civil penalty for violating G.L. c. 268A, § 23(b)(2); and

(2) that he waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

DATE: November 24, 2003